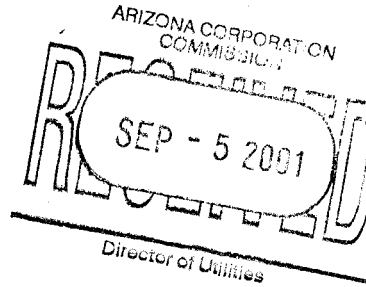




Corporate Offices:  
100 Meridian Centre  
Suite 250  
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ORIGINAL

28 DR #63936



www.americanfibersystems.com

September 4, 2001

**VIA OVERNIGHT DELIVERY**

Marta Kalleberg  
Docket Control Center  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007-2996

Re: Docket No. T-03980A-01-0025, Decision 63936 – Compliance actions  
ordered by the Arizona Corporation Commission.

Dear Ms. Kalleberg:

On behalf of American Fiber Systems, Inc. ("AFS"), enclosed please find an original and ten (10) copies of AFS' response to compliance actions required by September 5, 2001.

Please date stamp the enclosed extra copy and return it in the self-addressed, postage paid envelop provided. Should you have any questions regarding this filing, please do not hesitate to contact me at (716) 340-5400 ext.135.

Respectfully submitted,

Amy M Gilchrist  
VP – Regulatory  
American Fiber Systems

Arizona Corporation Commission

**DOCKETED**

SEP 05 2001

DOCKETED BY	
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COMPANY: American Fiber Systems, Inc.

DOCKET NO: T-03980A-01-0025

DECISION NO: 63936

<b>COMPLIANCE ACTION REQUIRED:</b>	Certificate conditioned on Company filing, within 30 days of the effective date of the Commission's Decision, a plan to have its customers' telephone numbers included in the incumbent's Directories and Directory Assistance databases.
<b>DUE DATE:</b>	09/05/01
<b>COMPANY RESPONSE:</b>	American Fiber Systems will initially be offering primarily digital data service, DS1, DS3, and dark fiber facility based service within exchange areas of US West. To the extent that local dial tone service is provided, the company will resell Qwest service. The interconnection agreement with Qwest, approved by the Commission 06/06/01, covers the provision of customer phone numbers in the Qwest directory and directory assistance databases in Sections 10.4, 10.5, and 10.6 attached to this document as Attachment I.

COMPANY: American Fiber Systems, Inc.

DOCKET NO: T-03980A-01-0025

DECISION NO: 63936

<b>COMPLIANCE ACTION REQUIRED:</b>	Certificate conditioned on Company certifying, through the 911 service provider in the area in which it intends to provide service, that all issues associated with the provision of 911 service have been resolved with the emergency service providers within 30 days of the effective date of the Commission's Decision.
<b>DATE DUE:</b>	09/05/01
<b>COMPANY RESPONSE:</b>	American Fiber Systems will initially be offering primarily digital data service, DS1, DS3, and dark fiber facility based service within exchange areas of US West. To the extent that local dial tone service is provided, the company will resell Qwest service. The interconnection agreement with Qwest, approved by the Commission 06/06/01, covers the provision of 911 service in Section 10.3 attached to this document as Attachment II.

COMPANY: American Fiber Systems, Inc.  
DOCKET NO: T-03980A-01-0025  
DECISION NO: 63936

**ATTACHMENT I**

Interconnection Agreement Sections 10.4, 10.5, and 10.6

10.3.7.2 For CLEC-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For a facility-based CLEC, Qwest shall provide 911 interconnection, including the provision of dedicated trunks from CLEC end office switch to the 911 control office, at parity with what Qwest provides itself.

10.3.7.5 For a reseller CLEC, or a CLEC using unbundled switching, Qwest shall provide CLEC with access to the same 911 trunks used for Qwest's retail end-users which extend from the Qwest end office switch to the Basic 911 PSAP or the E911 tandem. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

#### **10.3.8 E911 and Number Portability**

10.3.8.1 When a Qwest telephone number is ported out, the receiving CLEC shall be responsible to update the ALI/DMS database. When a CLEC telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

10.3.8.2 When Remote Call Forwarding (RCF) is used to provide number portability to the end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the end user record by CLEC.

#### **10.4 White Pages Directory Listings**

##### **10.4.1 Description**

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of CLEC's end users in Qwest's listing database, based on end user information provided to Qwest by CLEC. Qwest is authorized to use CLEC end user listings as noted below.

##### **10.4.2 Terms and Conditions**

10.4.2.1 CLEC will provide in standard, mechanized format, and Qwest will accept at no charge, one primary listing for each main telephone number belonging to CLEC's end users.

10.4.2.2 CLEC will be charged for premium and privacy listings (e.g., additional, foreign, cross reference) at Qwest's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A. Primary listings and other types of listings are defined in the Qwest General Exchange Tariffs.

10.4.2.3 Information on submitting and updating listings is available in Qwest Facility Based and Co-Provider Listings User Documents. Qwest will furnish CLEC the

listings format specifications. Directory publishing schedules and deadlines will be provided to CLEC.

10.4.2.4 CLEC grants Qwest a non-exclusive license to incorporate CLEC's end user listings information into its directory assistance database. Qwest will incorporate CLEC end user listings in the directory assistance database. Qwest will incorporate CLEC's end user listings information in all existing and future directory assistance applications developed by Qwest.

10.4.2.5 CLEC end user listings will be treated the same as Qwest's end user listings. Prior authorization from CLEC, which authorization may be withheld shall be required for Qwest to sell, make available, or release CLEC's end user listings to directory publishers, or other third parties other than directory assistance providers. No prior authorization from CLEC shall be required for Qwest to sell, make available or release CLEC's end user directory assistance listings to directory assistance providers. Listings shall not be provided or sold in such a manner as to segregate end users by carrier. Qwest will not charge CLEC for updating and maintaining Qwest's listings database. CLEC will not receive compensation from Qwest for any sale of listings by Qwest, provided for under this Agreement.

10.4.2.6 To the extent that state Tariffs limit Qwest's liability with regard to listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability Section of this Agreement with respect to listings only.

10.4.2.7 Qwest is responsible for maintaining listings, including entering, changing, correcting, rearranging and removing listings in accordance with CLEC orders.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of white pages listings for all CLECs' and Qwest's end users. All requests for white pages directory listings, whether CLEC or Qwest end users, follow the same processes for entry into the listings database.

10.4.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate nonpublished and nonlisted listings provided that CLEC has supplied Qwest the necessary privacy indicators on such listings.

10.4.2.10 CLEC white pages listings will be in the same font and size as listings for Qwest end-users, and will not be separately classified.

10.4.2.11 Qwest processes for publication of white pages directory listings will make no distinction between CLEC and Qwest subscribers. CLEC listings will be provided with the same accuracy and reliability as Qwest's end user listings. Qwest will ensure CLEC listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own end user listings.

10.4.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to CLEC end-users at parity with Qwest end users, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon end-user request.

10.4.2.13 CLEC shall use commercially reasonable efforts to ensure that listings provided to Qwest are accurate and complete. All third party listings information is provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all listings information provided to Qwest, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.14 Reserved for Future Use

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to state laws or rulings regarding listings and for supplying Qwest with the applicable listing information.

10.4.2.16 CLEC agrees to provide to Qwest its end user names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying listings ownership.

10.4.2.18 Upon request by Qwest, CLEC shall submit proof to Qwest of authorization from each end user for which CLEC submits a change in end user's listing.

10.4.2.19 Qwest will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory and available on directory assistance. Verification proofs containing nonpublished and nonlisted listings are also available upon request on the same monthly schedule.

10.4.2.20 Qwest will provide CLEC a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory and directory assistance.

10.4.2.21 CLEC may review and if necessary edit the white page listings prior to the close date for publication in the directory.

10.4.2.22 CLEC is responsible for all dealings with, and on behalf of, CLEC's end users, including:

10.4.2.22.1 All end user account activity (e.g., end user queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for listings to Qwest);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for CLEC's end user information (if end user information provided by CLEC to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by CLEC's end users.

10.4.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber lists information gathered in Qwest's capacity as a provider of local exchange service on a timely and unbundled basis, under non-

discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format. Upon request by CLEC, Qwest shall enter into negotiations with CLEC for CLEC's use of subscriber list information for purposes other than publishing directories, and Qwest and CLEC will enter into a written contract if agreement is reached for such use.

10.4.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail end user listings provided to CLEC are accurate and complete. Any third party listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its retail end user listings information provided to CLEC including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages directory listings with an affiliate (including, without limitation, Qwest Dex, Inc.)(an "Affiliate"), requires such Affiliate to publish the directory listings of CLEC contained in Qwest's listings database so that CLEC's directory listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate provides to Qwest's end users.

10.4.2.25 Qwest further agrees that any arrangements for the publication of white pages directory listings with an affiliate shall require such Affiliate to include in the customer guide pages of the white pages directory, a notice that end users should contact their local service provider to request any modifications to their existing listing or to request a new listing.

10.4.2.26 Qwest agrees that any arrangement with an Affiliate for the publication of white pages directory listings shall require such Affiliate to provide CLEC space in the customer guide pages of the white pages directory for the purpose of notifying customers how to reach CLEC to: (1) request service; (2) contact repair service; (3) dial directory assistance; (4) reach an account representative; (5) request buried cable local service; and (6) contact the special needs center for customers with disabilities.

#### 10.4.3 Rate Elements

The following rate elements apply to White Pages Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium/Privacy Listings.

#### 10.4.4 Ordering Process

10.4.4.1 Qwest provides training on white page listings requests and submission processes. The ordering process is similar to the service ordering process.

10.4.4.2 CLEC listings can be submitted for inclusion in Qwest white pages directories according to the directions in the Qwest Listings User Documents for Facility Based and Resale CLECs, which is available on-line through the Interconnect Resale and Resource Guide: <http://www.uswest.com/wholesale/productsServices/irrg/TABL1->



0.htmlor will be provided in hard copy to CLEC upon request. Initial information and directions are available in the Interconnect and Resale Resource Guide.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA EDI, IMA GUI or fax.

## **10.5 Directory Assistance**

### **10.5.1 Description**

10.5.1.1 Directory assistance service is a telephone number, voice information service that Qwest provides to its own end users and to other Telecommunications Carriers. Qwest provides CLEC non-discriminatory access to Qwest's directory assistance centers, services and directory assistance databases. There are three forms of Directory Assistance Services available pursuant to this Agreement -- Directory Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with CLEC-specific branding, generic branding and Directory Assistance Call Completion Link options.

10.5.1.1.1 Directory Assistance Service The published and non-listed telephone numbers provided within the relevant geographic area are those contained in Qwest's then current Directory Assistance database.

10.5.1.1.1.1 Local Directory Assistance Service -- Allows CLEC's end users to receive published and non-listed telephone numbers within the caller's NPA/LATA geographic areas, whichever is greater.

10.5.1.1.1.2 National Directory Assistance Service -- Allows CLEC's end users to receive listings from Qwest's Local Directory Assistance database and from the database of the National Directory Assistance services vendor selected by Qwest. National Directory Assistance Service includes Local Directory Assistance Service.

10.5.1.1.1.3 Call Branding Service -- Allows CLEC's end users to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC or with a generic brand, where technically feasible. Call Branding announces CLEC's name to CLEC's end user at the start and completion of the call. Call Branding is an optional service available to CLEC.

(a) Front End Brand -- Announces CLEC's name to CLEC's end user at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

(b) Back End Brand -- Announces CLEC's name to CLEC's end user at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.

(c) There is a non-recurring charge to load CLEC's brand message in each switch.

(d) Qwest will record CLEC's brand message.

10.5.1.1.1.4 Call Completion Link allows CLEC's end users' calls to be returned to CLEC for completion on CLEC's network, where available. There is a recurring charge per call.

10.5.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the bulk transfer to CLEC of Qwest's directory assistance listings for end users within Qwest's 14 states under a non-exclusive, non-transferable, revocable license to use the information solely for the purpose of providing Directory Assistance Service to its local exchange end users, or for other incidental use by other carriers' end users, subject to the terms and conditions of this Agreement. See the Directory Assistance List Section for terms and conditions relating to the Directory Assistance List Services. The license described in this paragraph is subject to revocation by Qwest only and Qwest may only revoke it if it has reasonable grounds to believe that CLEC is misusing the information licensed in a manner violative of this Agreement. CLEC will be deemed to have misused DA List Information if it uses it for purposes other than for the provision of Directory Assistance Service. Prior to revoking such license, Qwest shall provide notice to CLEC advising CLEC of the alleged violation of the license and of Qwest's intent to revoke the license within thirty (30) calendar days of the date of the notice, during which time, CLEC shall have an opportunity to cure the alleged violation. Should CLEC contest the alleged violation, then CLEC shall so advise Qwest within twenty (20) calendar days after the notice of the alleged violation, but no later than thirty (30) calendar after the date of the notice. Either Party may then submit the dispute to dispute resolution under the dispute resolution section of this Agreement. While the matter is pending, Qwest shall not revoke the license granted until the matter is finally decided under the dispute resolution process by the Commission or the AAA.

10.5.1.1.2.1 If CLEC elects to build its own directory assistance service, it can obtain Qwest directory listings through the purchase of the Directory Assistance List.

10.5.1.1.3 Directory Assistance Database Service -- Qwest shall provide CLEC non-discriminatory access to Qwest's Directory Assistance Database or "Directory1" database, where technically feasible, on a "per dip" basis.

## **10.5.2 Terms and Conditions**

10.5.2.1 Qwest will provide CLEC non-discriminatory access to Qwest's directory assistance databases, directory assistance centers and personnel to provide Directory Assistance service.

10.5.2.2 Qwest's Directory Assistance database contains only those published and non-listed telephone number listings obtained by Qwest from its own end users and other Local Exchange Carriers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facility-based CLECs via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from Qwest or provide them itself. These operator

service trunks will be connected directly to a Qwest Directory Assistance host or remote switch. CLEC will be required to order or provide at least one operator service trunk for each NPA served.

10.5.2.4 Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all Qwest end users. Qwest will provide the same priority of handling for CLEC's end user calls to Qwest's Directory Assistance service as it provides for its own end user calls. Calls to Qwest's directory assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest end users.

10.5.2.5 Call Branding for Directory Assistance will entail recording and setting up a brand message for CLEC. Dedicated interoffice facilities are required.

10.5.2.6 Call Completion Link requires dedicated interoffice facilities.

10.5.2.7 If CLEC elects to access the Qwest Directory Assistance databases on a per dip basis, Qwest will provide to CLEC the facility and equipment specifications necessary to enable CLEC to obtain compatible facilities and equipment.

10.5.2.8 Reseller CLECs' end users will use the same dialing pattern to access directory assistance service as used by Qwest's end users (i.e., 411, 1+411, or 1+NPA+555-1212) unless CLEC makes other arrangements.

10.5.2.9 A facility-based CLEC may choose to have its end-users dial a unique number or use the same dialing pattern as Qwest end users to access Qwest Directory Assistance service.

10.5.2.10 Qwest will timely enter into its Directory Assistance database updates of CLEC's listings. Qwest will implement quality assurance procedures such as random testing for listing accuracy. Qwest will identify itself to end users calling its DA service provided for itself either by company name or operating company number so that end users have a means to identify with whom they are dealing.

### 10.5.3 Rate Elements

The following rate elements apply to directory assistance service and are contained in Exhibit A of this Agreement.

10.5.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by CLEC.

10.5.3.2 A non-recurring setup and recording fee will be charged for establishing each Call Branding option. A nonrecurring charge to load CLEC's brand in each switch is also applicable. Such non-recurring fees must be paid before service commences.

10.5.3.3 A per call rate is applicable for Call Completion Link.

#### 10.5.4 Ordering Process

CLEC will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." This questionnaire may be obtained from CLEC's Qwest account manager.

#### 10.5.5 Billing

10.5.5.1 Qwest will track and bill CLEC for the number of calls placed to Qwest's Directory Assistance service by CLEC's end users as well as for the number of requests for Call Completion Link.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the Operator Services switch. An end user may request and receive no more than two telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 Call Completion Link will be charged at the per call rate when the end user completes the required action (i.e., "press the number one," "stay on the line," etc.).

#### 10.6 Directory Assistance List

##### 10.6.1 Description

10.6.1.1 Directory Assistance List (DA List) Information consists of name, address and telephone number information for all end users of Qwest and other local exchange carriers that are contained in Qwest's directory assistance database and, where available, related elements required in the provision of Directory Assistance service to CLEC's end users. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLECs' end user Directory Assistance listings to Directory Assistance providers. In the case of end users who have non-published listings, Qwest shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to CLEC; however, Qwest will not provide the non-published telephone number.

10.6.1.2 Qwest will provide DA List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DA List Information to CLEC on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DA List Information shall specify whether the Qwest end user is a residential, business, or government subscriber, and the listings of other Local Exchange Carriers will specify such information where it has been provided on the other carrier's listing order.

10.6.1.4 In the event CLEC requires a reload of DA List Information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Exhibit A.

10.6.1.5 Qwest and CLEC will cooperate in the designation of a location to which the data will be provided.

## 10.6.2 Terms and Conditions

10.6.2.1 Qwest grants to CLEC, as a competing provider of telephone exchange service and telephone toll service, a non-exclusive, non-transferable, revocable license to use the DA List Information solely for the purpose of providing DA service to its local Exchange end users, or for other incidental use by other carriers' end users, subject to the terms and conditions of this Agreement. The license described in this paragraph is subject to revocation by Qwest only and Qwest may only revoke if it has reasonable grounds to believe that CLEC is misusing the information licensed in a manner violative of this Agreement. CLEC will be deemed to have misused DA List Information if it uses it for purposes other than for the provision of Directory Assistance Service. Prior to revoking such license, Qwest shall provide notice to CLEC advising CLEC of the alleged violation of the license and of Qwest's intent to revoke the license within thirty (30) calendar days of the date of the notice, during which time, CLEC shall have an opportunity to cure the alleged violation. Should CLEC contest the alleged violation, then CLEC shall so advise Qwest within twenty (20) calendar days after the notice of the alleged violation, but no later than thirty (30) calendar days after the date of the notice. Either Party may then submit the dispute to dispute resolution under the Dispute Resolution Section of this Agreement. While the matter is pending, Qwest shall not revoke the license granted until the matter is finally decided under the dispute resolution process by the Commission or the AAA. As it pertains to the DA List Information in this Agreement, "Directory Assistance Service" shall mean the provision, by CLEC, via a live operator or a mechanized system, of telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number. Should CLEC cease to be a telecommunications carrier, a competing provider of telephone exchange service or telephone toll service, this license automatically terminates.

10.6.2.1.1 Qwest shall use commercially reasonable efforts to ensure that listings of Qwest retail end users provided to CLEC in Qwest's DA List Information are accurate and complete. All third party DA List Information is provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its end user listings information provided to CLEC, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.6.2.2 CLEC will obtain and timely enter into its Directory Assistance database daily updates of the DA List Information, will implement quality assurance procedures such as random testing for listing accuracy, and will identify itself to end-users calling its Directory Assistance service either by company name or operating company number so that end-users have a means to identify with whom they are dealing.

10.6.2.3 CLEC shall not use the DA List Information provided hereunder for any other purpose whatsoever. By way of example and not limitation, Qwest's DA List Information shall not be used by CLEC for soliciting subscribers, telemarketing, creating or distributing marketing lists or other compilations of marketing information, or publishing any form of a directory.

10.6.2.4 Qwest shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's end users to a third party calling its Directory Assistance service for such information, the fact that such end user subscribes to Qwest's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.

10.6.2.5 CLEC shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of Qwest's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to Qwest's DA List Information when contained in any database.

10.6.2.6 Unauthorized use of Qwest's DA List Information, or any disclosure to a third party of the fact that an end user, whose listing is furnished in the DA list, subscribes to Qwest's, another Local Exchange carrier's, Reseller's or CMRS's telecommunications services shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.

10.6.2.7 Within five (5) days after the expiration or earlier termination of this Agreement, CLEC shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party carriers if the certification pertains to such carriers' DA List Information contained in Qwest's database.

10.6.2.8 CLEC is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. CLEC must remove from its database any telephone number for an end user whose listing has become non-published when so notified by Qwest.

10.6.2.9 Audits -- In accordance with the Audit Process Section of this Agreement, Qwest may request a comprehensive audit of CLEC's use of the DA List Information. In addition to the terms specified in the Audit Process Section, the following also apply:

10.6.2.9.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the effective date of this Agreement. Qwest shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth above.

10.6.2.9.2 All paper and electronic records will be subject to audit.

10.6.2.10 CLEC recognizes that certain local exchange carriers that have provided DA List Information that is included in Qwest's directory assistance database may be third party beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement, other than payment terms, with respect to their D A List Information.

10.6.2.11 Qwest will provide a non-discriminatory process and procedure for contacting end users with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in Qwest's directory assistance database. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own directory assistance and purchases Qwest's Directory Assistance List product.

### 10.6.3 Rate Elements

Recurring and non-recurring rate elements for DA List Information are described below and are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Qwest DA List Information database or portion of the database at the time the order is received.

10.6.3.2 Reload -- A "snapshot" of the data in the Qwest DA List Information database or portion of the database required in order to refresh the data in CLEC's database.

10.6.3.3 Daily Updates -- Daily change activity affecting DA List Information in the listings database.

10.6.3.4 One-Time Set-Up Fees -- Charges for special database loads.

10.6.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the DA List Information, including any shipping costs.

### 10.6.4 Ordering

10.6.4.1 CLEC may order the initial DA List Information load or update files for Qwest's local exchange service areas in its 14 state operating territory or, where technically feasible, CLEC may order the initial DA List Information load or update files by Qwest White Page Directory Code or NPA.

10.6.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

10.6.4.3 CLEC shall use the Directory Assistance List Order Form found in the Interconnect & Resale Resource Guide.

COMPANY: American Fiber Systems, Inc.  
DOCKET NO: T-03980A-01-0025  
DECISION NO: 63936

## **ATTACHMENT II**

Interconnection agreement Section 10.3.



## 10.3 911/E911 Service

### 10.3.1 Description

10.3.1.1 911 and E911 provides an end user access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains end user information (including name, address, telephone number, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange switches that serve a geographic area. E911 provides additional selective routing flexibility for 911 calls. E911 uses end user data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

### 10.3.2 Terms and Conditions

10.3.2.1 E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its end users for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in this Section.

10.3.2.3 Qwest shall conform to all state regulations concerning emergency services.

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 Qwest will provide CLEC with the identification of the Qwest 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 Qwest will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's end user dials "0" instead of "911". It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 service to

the county. All relations between such third party and CLEC are separate from this Agreement and Qwest makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and Qwest will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC will separately negotiate with each county regarding the collection and reimbursement to the county of applicable end user taxes for 911 service.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services. All costs incurred by the Parties for 911/E911 services shall be billed to the appropriate PSAP.

10.3.2.14 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 services related to the public health, safety and welfare.

### **10.3.3 E911 Database Updates**

10.3.3.1 CLEC exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator and will not require an amendment to this Agreement.

10.3.3.2 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. Qwest, or its designated database provider, will provide to CLEC an initial copy of the most recent Master Street Address Guide ("MSAG"), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an individual case basis. The data will be provided in computer readable format. Qwest shall provide CLEC access to the Master Street and Address Guide at a level of accuracy and reliability that is equivalent to the access Qwest provides to itself.

### **10.3.4 E911 Database Updates for Facilities-Based CLECs**

10.3.4.1 Qwest will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own end-users.

10.3.4.2 For selective routing table updates, facilities-based CLECs will negotiate directly with Qwest's database provider for the input and validation of end user data into the Qwest Automatic Location Identification ("ALI") database. CLEC will negotiate

directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of end user data into the ALI database. In most cases the selective routing table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC will provide end user data to Qwest's agent for the Qwest ALI database utilizing NENA-02-001 Recommended Formats For Data Exchange, NENA-02-002 Recommended Standard For Street Thoroughfare Abbreviations and NENA-02-003 Recommended Protocols For Data Exchange. Qwest will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC will provide end user data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-004 Recommended Measurements For Data Quality.

10.3.4.5 If it is facilities-based, CLEC will update its end user records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

### **10.3.5 E911 Database Updates for Resale Based CLECs**

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for Qwest's end-users. For resold accounts, CLEC shall provide Qwest with accurate end-user location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain end user information in the ALI/DMS database.

### **10.3.6 E911 Database Accuracy**

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to CLEC by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its end user records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of end user data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to

Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale-CLEC for resolution. In the case of facility-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

### 10.3.7 E911 Interconnection

10.3.7.1 If required by CLEC, Qwest shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for CLEC 911 circuits in the same manner as Qwest provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two dedicated trunks from CLEC's Central Office to each Qwest 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAP's ("911 Interconnection Trunk Groups"). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When Qwest facilities are available, Qwest will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, Qwest shall make that alternate routing available to CLEC.

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting "CAMA" type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, or Signaling System 7 ("SS7") if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD's").

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 Network maintenance problems to CLEC's demarcation. Qwest will be responsible for the coordination and restoration of all 911 Network maintenance problems beyond the demarcation. Qwest repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. CLEC is responsible for advising Qwest of the circuit identification when notifying Qwest of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Qwest will refer network trouble to CLEC if no defect is found in Qwest's network. The Parties agree that 911 Network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For a facility-based CLEC, Qwest shall provide 911 interconnection, including the provision of dedicated trunks from CLEC end office switch to the 911 control office, at parity with what Qwest provides itself.

10.3.7.5 For a reseller CLEC, or a CLEC using unbundled switching, Qwest shall provide CLEC with access to the same 911 trunks used for Qwest's retail end-users which extend from the Qwest end office switch to the Basic 911 PSAP or the E911 tandem. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

### **10.3.8 E911 and Number Portability**

10.3.8.1 When a Qwest telephone number is ported out, the receiving CLEC shall be responsible to update the ALI/DMS database. When a CLEC telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

10.3.8.2 When Remote Call Forwarding (RCF) is used to provide number portability to the end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the end user record by CLEC.

## **10.4 White Pages Directory Listings**

### **10.4.1 Description**

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of CLEC's end users in Qwest's listing database, based on end user information provided to Qwest by CLEC. Qwest is authorized to use CLEC end user listings as noted below.

### **10.4.2 Terms and Conditions**

10.4.2.1 CLEC will provide in standard, mechanized format, and Qwest will accept at no charge, one primary listing for each main telephone number belonging to CLEC's end users.

10.4.2.2 CLEC will be charged for premium and privacy listings (e.g., additional, foreign, cross reference) at Qwest's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A. Primary listings and other types of listings are defined in the Qwest General Exchange Tariffs.

10.4.2.3 Information on submitting and updating listings is available in Qwest Facility Based and Co-Provider Listings User Documents. Qwest will furnish CLEC the